



200207030078

Skagit County Auditor

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Return Address:

CT CORPORATION SYSTEM

17 SOUTH HIGH STREET, 11TH FLOOR

COLUMBUS, OHIO 43215 (file w/Skagit, WA)

**UCC 2 FIXTURE FILING** (County Auditor)

Indexing information required by the Washington State Auditor's/Recorder's Office, (RCW 36.18 and RCW 65.04) 1/97:(please print last name first)

Reference # (if applicable):

Debtor(s):(1) Skagit/Edgewood Retirement Apart (2)Addl' on pg <sup>5</sup>Secured Party(ies)(Assignee)(1) Northern Life Insurance Company (2)Addl' on pg \_\_\_\_\_ Legal Description (abbreviated): North 356.64 feet of the West 450 feet of the NW 1/4... See attachedAddl' legal is on pg 2 & 3 Assessor's Property Tax Parcel/Account # 04-20-04-1-103**PLEASE TYPE FORM**

This FIXTURE FILING is presented pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE:

- ☐ LEASE - Thus filing is for informational purposes only. The terms debtor and secured party are to be construed as LESSEE and LESSOR.
- ☐ CONSIGNMENT - This filing is for informational purposes only. The terms debtor and secured party are to be construed as CONSIGNEE and CONSIGNOR.

1. DEBTOR(S) (or assignor(s))  
(last name first, and address(es))

Skagit/Edgewood Retirement Apartments  
Partnership  
c/o Rick Brown, 24004 16th Ave, S., Suite 200  
Federal Way, WA 98003

2. FOR OFFICE USE ONLY

3. NUMBER OF ADDITIONAL SHEETS ATTACHED: 5

4. SECURED PARTY(IES) (or assignee(s)) (name and address)

Northern Life Insurance Company  
c/o Reliastar Investment Research  
100 Washington Ave, Suite 800  
Minneapolis, MN 55401-2121

5. ASSIGNEE(S) OF SECURED PARTY(IES)

6. This FIXTURE FILING covers the following types or items of property:

- ☐ The goods are to become fixtures on...
- ☐ The property is timber standing on...

Fixture Filing UCC 2 (County Auditor)

AT-5461646-6

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME SKAGIT/EDGEWOOD RETIREMENT APARTMENTS PARTNERSHIP		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

## 11c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
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## 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

## 12c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is tied as a ☒ fixture filing.

14. Description of real estate:

SEE ATTACHED

15. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (If Debtor does not have a record interest):



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17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustees acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

Legal Description

The North 356.64 feet of the West 450 feet of the Northwest ¼ of the Southwest ¼ of the Northeast ¼ of Section 27, Township 35 North, Range 4 East, W.M., EXCEPT the West 30 feet for Collins Road.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities, over and across that portion of Hospital Drive lying within said Northwest ¼ of the Southwest ¼ of the Northeast ¼, and lying South of the above described premises, EXCEPT any portion lying South of the North line of the South 250 feet of said Northwest ¼ of the Southwest ¼ of the Northeast ¼.

Situate in the County of Skagit, State of Washington.

Common Address: 1030 Collins Road, Sedro Woolley, Washington  
Property I.D. No.: R102764



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EXHIBIT B

Legal Description

Commencing at the Northwest corner of the Southeast quarter of the Northeast quarter of SECTION 4, TOWNSHIP 20 NORTH, RANGE 4 EAST, W.M.;  
Thence South along the West line of said subdivision 324 feet to the true point of beginning of this description;  
Thence continuing South along said West line 159 feet;  
Thence East parallel with the North line of said subdivision 180 feet;  
Thence South parallel with the West line of said subdivision 247 feet;  
Thence East parallel with the North line of said subdivision 451 feet, more or less, to a point on the East line of the West half of the Southeast quarter of the Northeast quarter of said Section 4;  
Thence North along said East line 435 feet;  
Thence West parallel with the North line of said subdivision 274 feet, more or less, to a point 355 feet East of the West line of said subdivision;  
Thence South parallel with the West line of said subdivision 29 feet;  
Thence West parallel with the North line of said subdivision 355 feet to the true point of beginning.

EXCEPT 98th Avenue East (5th Street Northwest), (Warren County Road), conveyed by Recording Nos. 793209 and 1363174.

ALSO, EXCEPT that portion conveyed to the City of Milton by Deed recorded under Auditor's File No. 9307211088.

TOGETHER WITH an easement for maintenance and repair of a certain water line running in a North and South direction over, under and across the North 324 feet of the west half of the Southeast quarter of the Northeast quarter of Section 4, Township 20 North, Range 4 East, Willamette Meridian.

EXCEPT from said easement 5th Street Northwest (Warren County Road).

ALL Situate in the County of Pierce, State of Washington.

Common address: 607 28th Avenue, Milton, Washington

Property Tax I.D. No.: 04-20-04-1-103



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EXHIBIT C

DESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at any time hereafter have any interest or right, together with all of Debtor's right, title and interest therein:

A. All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in or used or useful in connection with the Premises (as described on Exhibit A and B hereto) or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment and utensils, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor, and all property owned by Debtor and now or hereafter used for similar purposes in or on the Premises;

B. Articles or parts now or hereafter affixed to the property described in Paragraph A of this Exhibit or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Premises or any of the improvements now or hereafter located thereon;

C. Debtor's right, title, and interest in all personal property used or to be used in connection with the operation of the Premises or the conduct of business thereon, including without limitation business equipment and inventories located on the Premises or elsewhere, together with files, books of account, and other records, wherever located;

D. Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the Premises executed by any architects, engineers, or contractors, including all amendments, supplements, and revisions thereof, together with all Debtor's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, specifications and test results prepared by any architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all building permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, agreements and rights relating to construction on the Premises;



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E. Debtor's right, title, and interest in and to any and all contracts now or hereafter relating to the operation of the Premises or the conduct of business thereon, including without limitation all management and other service contracts, the books and records, and the right to appropriate and use any and all trade names used or to be used in connection with such business;

F. Debtor's right, title, and interest in the rents, accounts receivable, issues, deposits (including security deposits and utility deposits), and profits in connection with all leases, contracts, and other agreements made or agreed to by any person or entity (including without limitation Debtor and Secured Party under the powers granted by the Deed of Trust and Security Agreement made between Debtor and Secured Party and the other loan documents relating thereto) with any person or entity pertaining to all or any part of the Premises, whether such agreements have been heretofore or are hereafter made;

G. Debtor's right, title, and interest in all sale contracts, earnest money deposits, proceeds of sale contracts, accounts receivable, and general intangibles relating to the Premises;

H. All rights in and proceeds from all fire and hazard, loss-of-income, and other non-liability insurance policies now or hereafter covering improvements now or hereafter located on the Premises or described in the Deed of Trust and Security Agreement (as described above), the use or occupancy thereof, or the business conducted thereon;

I. All Debtor's rights in and to awards or payments, including interest thereon, that may be made with respect to the Premises, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury to or decrease in volume of the Premises; and

J. All Debtor's rights in and to proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

M1:0242426.02